

JS 44 (Rev. 12/07) (and rev 1-16-08)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

I. (a) PLAINTIFFS Adobe Systems Incorporated	DEFENDANTS John Maiella and Does 1-10, inclusive
(b) County of Residence of First Listed Plaintiff Santa Clara County (EXCEPT IN U.S. PLAINTIFF CASES)	County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.
(c) Attorney's (Firm Name, Address, and Telephone Number) J. Andrew Coombs, A P.C. 517 E. Wilson Ave., Suite 202 Glendale, CA 91206 Telephone: (818) 500-3200	Attorneys (If Known)

E-FILING**C08 02439 BZ**

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)												
<input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	(For Diversity Cases Only) <table style="width: 100%;"> <tr> <td>Citizen of This State</td> <td>PTF <input type="checkbox"/> 1 DEF <input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td>PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td>PTF <input type="checkbox"/> 2 DEF <input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td>PTF <input type="checkbox"/> 5 DEF <input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td>PTF <input type="checkbox"/> 3 DEF <input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td>PTF <input type="checkbox"/> 6 DEF <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF <input type="checkbox"/> 1 DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4	Citizen of Another State	PTF <input type="checkbox"/> 2 DEF <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	PTF <input type="checkbox"/> 5 DEF <input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	PTF <input type="checkbox"/> 3 DEF <input type="checkbox"/> 3	Foreign Nation	PTF <input type="checkbox"/> 6 DEF <input type="checkbox"/> 6
Citizen of This State	PTF <input type="checkbox"/> 1 DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4										
Citizen of Another State	PTF <input type="checkbox"/> 2 DEF <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	PTF <input type="checkbox"/> 5 DEF <input type="checkbox"/> 5										
Citizen or Subject of a Foreign Country	PTF <input type="checkbox"/> 3 DEF <input type="checkbox"/> 3	Foreign Nation	PTF <input type="checkbox"/> 6 DEF <input type="checkbox"/> 6										

IV. NATURE OF SUIT (Place an "X" in One Box Only)				
CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus—Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus: <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		


V. ORIGIN (Place an "X" in One Box Only)						
<input type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION	Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Copyright Infringement §§ 101, et seq. Brief description of cause:
----------------------------	---

VII. REQUESTED IN COMPLAINT:	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
-------------------------------------	--	---

VIII. RELATED CASE(S) IF ANY	PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".
-------------------------------------	--

IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2) (PLACE AND "X" IN ONE BOX ONLY)	<input type="checkbox"/> SAN FRANCISCO/OAKLAND <input checked="" type="checkbox"/> SAN JOSE
---	---

DATE: 5/17/08	SIGNATURE OF ATTORNEY OF RECORD: 	ORIGINAL
---------------	--	----------

J. Andrew Coombs (SBN 123881)
 Annie S. Wang (SBN 243027)
 J. Andrew Coombs, A Prof. Corp.
 517 East Wilson Avenue, Suite 202
 Glendale, California 91206
 Telephone: (818) 500-3200
 Facsimile: (818) 500-3201

andy@coombspc.com
annie@coombspc.com

Attorneys for Plaintiff
 Adobe Systems Incorporated

E-FILING

ADR

Filed

MAY 12 2008

RICHARD W. WIEKING
 CLERK, U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN JOSE

Free Paid
 SI
 (9)

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

Adobe Systems Incorporated,
 Plaintiff,
 v.
 John Maiella and Does 1 – 10, inclusive,
 Defendants.

C08 02439BZ

COMPLAINT FOR COPYRIGHT
 INFRINGEMENT AND TRADEMARK
 INFRINGEMENT

DEMAND FOR A JURY TRIAL

Plaintiff Adobe Systems Incorporated ("Adobe") for its Complaint alleges as follows:

I. Introduction

1. Adobe brings this action as a result of Defendants' systematic, unauthorized copying and distribution of Adobe's software products through sales on the eBay online auction site. Defendants' actions, commonly known as software piracy, are willful and cause substantial damage to Adobe and to the software industry.

2. Adobe is a global leader in developing and distributing innovative computer software. Its products and services offer developers and enterprises tools for creating, managing, delivering and engaging with compelling content across multiple operating systems, devices and media. The software industry is competitive, and Adobe undertakes great expense and risk in conceiving, developing, testing, manufacturing, marketing, and delivering its software products to consumers. Software piracy, including piracy on eBay, undermines Adobe's investment and creativity, and misleads and confuses consumers.

3. Defendants, through usernames including "bartm160" and, on information and belief, other aliases, have made, offered for sale, sold, and distributed unauthorized copies of

ORIGINAL

1 Adobe software (the "Unauthorized Software Product") including at least Adobe Photoshop CS3
2 (the "Adobe Software") and likely other products. Additional Doe defendants – whose identities
3 will be determined in discovery – support, assist, supervise and/or supply Defendants in these
4 illegal activities. Adobe owns registered United States copyrights and trademarks including but not
5 limited to the foregoing product and its associated marks.

6 4. Defendants' activities constitute willful copyright infringement and willful
7 trademark infringement pursuant to the Copyright Act of 1976, 17 U.S.C. § 101, *et seq.* (the
8 "Copyright Act.") and the Lanham Trademark Act, as amended, 15 U.S.C., § 1051, *et seq.* (the
9 "Lanham Act"). Adobe requests an injunction, and that Defendants pay damages, costs, and
attorneys' fees.

10 **II. Jurisdiction and Venue**

11 5. The Court has jurisdiction over the subject matter pursuant to 15 U.S.C. § 1121, 28
12 U.S.C. § 1331 and § 1338(a).

13 6. The events giving rise to the claims alleged herein occurred, among other places,
14 within this judicial district. Venue in the Northern District of California is proper pursuant to 28
U.S.C. § 1391(b) and § 1400(a).

15 **III. The Parties**

16 **A. Plaintiff Adobe and Its Products**

17 7. Adobe is a corporation duly organized and existing under the laws of the State of
18 Delaware, having its principal place of business in San Jose, California.

19 8. The Adobe Software is copyrightable subject matter, and Adobe owns exclusive
20 rights under the Copyright Act to reproduce and distribute to the public copies of Adobe Software
21 in the United States. Among the titles produced and distributed by Adobe are *Acrobat*, *Creative*
22 *Suite*, *Dreamweaver*, *Flash*, *Illustrator*, *PageMaker*, *Photoshop*, and *Shockwave*. A non-
23 exhaustive list of Adobe's copyright registrations is attached hereto as Exhibit A ("Adobe's
Copyrights").

24 9. Products manufactured and sold by Adobe bear Adobe's trademarks, including
25 without limitation, the ADOBE, ACROBAT, CREATIVE SUITE, DREAMWEAVER, FLASH,
26 ILLUSTRATOR, MACROMEDIA, PAGEMAKER, PHOTOSHOP, POSTSCRIPT, READER
27 and SHOCKWAVE trademarks (collectively "Adobe's Trademarks"). Adobe uses Adobe's
28 Trademarks on computer software as indicia of Adobe's high quality products. Each year Adobe

1 expends significant resources to develop and maintain the considerable goodwill it enjoys in
2 Adobe's Trademarks and in its reputation for high quality.

3 10. Adobe has secured registrations for Adobe's Trademarks, all of which are valid,
4 extant and in full force and effect. Adobe's Trademarks are exclusively owned by Adobe. A non-
5 exhaustive list of Adobe's trademark registrations is attached hereto as Exhibit B. Adobe, or its
6 predecessors in interest, has continuously used each of Adobe's Trademarks from the registration
7 date, or earlier, until the present and at all times relevant to the claims alleged in this Complaint.

8 11. As a result of advertising and sales, together with longstanding consumer
9 acceptance, Adobe's Trademarks identify Adobe's products and authorized commercial
10 distribution of these products. Adobe's Trademarks have each acquired secondary meaning in the
11 minds of consumers throughout the United States and the world. Adobe's Copyrights and Adobe's
12 Trademarks are collectively referred to herein as "Adobe's Intellectual Properties."

13 **B. Defendants**

14 12. Defendant John Maiella ("Maiella") is an individual. Adobe is informed and
15 believes that Maiella is a resident of Henderson, Nevada. Maiella does business under the eBay
16 user ID "bartm160". Other aliases or eBay user IDs will be determined in discovery. Maiella,
17 through his online identity or identities, does business in California through sales and distribution
18 of the Unauthorized Software Product in the State of California, among other places.

19 13. Upon information and belief, Does 1 – 10 are either entities or individuals who are
20 subject to the jurisdiction of this Court. Upon information and belief, Does 1 – 10 are principals,
21 supervisory employees, or suppliers of one or other of the named defendants or other entities or
22 individuals who are, in this judicial district, manufacturing, distributing, selling and/or offering for
23 sale merchandise without authorization that infringes Adobe's Intellectual Properties. The
24 identities of the various Does are unknown to Adobe at this time. The Complaint will be amended
25 to include the names of such individuals when identified. Maiella and Does 1 – 10 are collectively
26 referred to herein as "Defendants."

27 **IV. Defendants' Infringing Activities**

28 14. Defendants use, among other things, the Internet auction site known as eBay to sell
and distribute products, including pirated copies of software, to consumers. At any given time,
there are millions of items listed on eBay for bid or purchase by its more than one hundred million
(100,000,000) registered users. Buyers have the option to purchase items in an auction-style
format or items can be purchased at a fixed price through a feature called Buy it Now. Through the

1 eBay "feedback" feature, buyers and sellers may (but are not required) to post positive, neutral or
2 negative "feedback" or comments on their purchase and sale experience. While feedback can give
3 some indication of sales volume, actual sales may far exceed the number of feedback entries a
4 seller receives.

5 15. Among Defendants' products offered for sale and sold on eBay, and distributed to
6 purchasers, are unauthorized copies of Adobe Software. On information and belief, Defendants or
7 their agents made such copies. Adobe has not authorized Defendants or their agents to make or
8 distribute copies of the Adobe Software. Indeed, Adobe has not licensed Defendants to distribute
its software, period.

9 16. Defendants also use images confusingly similar or identical to Adobe's Trademarks,
10 to confuse consumers and aid in the promotion of their unauthorized products. Defendants' use of
11 Adobe's Trademarks includes importing, advertising, displaying, distributing, selling and/or
12 offering to sell unauthorized copies of the Adobe Software. Defendants' use began long after
13 Adobe's adoption and use of Adobe's Trademarks, and after Adobe obtained the copyright and
14 trademark registrations alleged above. Neither Adobe nor any authorized agents have consented to
Defendants' use of the Adobe Trademarks.

15 17. Defendants have, through over a thousand sales, obtained a substantial "feedback
16 rating" through the eBay feedback system. This feedback rating, obtained essentially through
17 Defendants' illegal activities, may further confuse consumers and aid in even wider distribution of
18 unauthorized copies of the Adobe Software

19 18. Defendants' actions have confused and deceived, or threatened to confuse and
20 deceive, the consuming public concerning the source and sponsorship of the unauthorized copies of
21 the Adobe Software offered, sold and distributed by Defendants. By their wrongful conduct,
Defendants have traded upon and diminished Adobe's goodwill.

22 **FIRST CLAIM FOR RELIEF**

23 **(For Copyright Infringement)**

24 19. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through
25 18, inclusive, as though set forth herein in full.

26 20. As alleged herein, Defendants' activities infringe valid and effective copyrights
27 registered by Adobe, and induce, cause, and materially contribute to infringement. Defendants'
28 infringement was willful.

21. Adobe has suffered and continues to suffer direct and actual damages as a result of Defendants' infringing conduct. The full extent of such damages, including profits by Defendants, will be determined following the accounting by Defendants pursuant to 17 U.S.C. § 504. Prior to final judgment Adobe may elect to recover statutory damages of up to \$150,000 for each of Adobe's Copyrights infringed, as an alternative to actual damages and profits.

22. Adobe has no other adequate remedy at law and has suffered and continues to suffer irreparable harm and damage as a result of Defendants' acts. Unless enjoined by the Court, Defendants' infringing activity will continue, with attendant irreparable harm to Adobe. Accordingly, Adobe seeks injunctive relief pursuant to 17 U.S.C § 502 and seizure of unauthorized copies of the Adobe Software, including the means of production as provided by 17 U.S.C. § 503.

23. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys' fees and other costs in connection with the prosecution of its claims. Adobe is entitled to recover its fees and costs from the Defendants, and each of them, pursuant to 17 U.S.C. § 505.

SECOND CLAIM FOR RELIEF

(For Trademark Infringement)

24. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through 18, inclusive, as though set forth herein in full.

25. Defendants' manufacture, importation, advertisement, display, promotion, marketing, distribution, sale and/or offer for sale of the unauthorized copies of the Adobe Software is likely to cause confusion or to cause mistake or to deceive the relevant public and trade regarding the affiliation, sponsorship, endorsement or approval of the Unauthorized Software Product by Adobe. Such confusion, mistake and deception is aggravated by the use of Adobe's Trademarks on the Unauthorized Software Product in the same type of goods made, imported and sold by or under authority of Adobe.

26. Defendants, and each of them, acted with knowledge of the federally registered trademarks alleged herein and of the valuable goodwill Adobe enjoys in connection therewith, with intent to confuse, mislead and deceive the public into believing that the unauthorized copies of the Adobe Software was made, imported and sold by Adobe, or are in some other manner, approved or endorsed by Adobe.

27. Adobe has suffered and continues to suffer irreparable harm and damage as a result of Defendants' acts of trademark infringement in amounts thus far not determined but within the jurisdiction of this Court, which amounts should each be trebled pursuant to 15 U.S.C. § 1117. In

1 order to determine the full extent of such damages, including such profits as may be recoverable
2 under 15 U.S.C. § 1117, Adobe will require an accounting from each Defendant of all monies
3 generated from the manufacture, importation, distribution and/or sale of the Unauthorized Software
4 Product as alleged herein. In the alternative, Adobe may elect to recover statutory damages
5 pursuant to 15 U.S.C. § 1117 (c).

6 28. Adobe has no other adequate remedy at law and has suffered and continues to suffer
7 irreparable harm and damage as a result of the above-described acts of infringement. Adobe is
8 informed and believes, and upon that basis alleges, that, unless enjoined by the Court, the unlawful
9 infringement will continue with irreparable harm and damage to Adobe. Accordingly, Adobe
10 seeks and requests preliminary and permanent injunctive relief pursuant to 15 U.S.C § 1116.

11 29. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys'
12 fees and other costs in connection with the prosecution of its claims herein, which attorneys' fees
13 and costs Adobe is entitled to recover from Defendants, and each of them, pursuant to 15 U.S.C. §
14 1117 (c).

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Adobe asks this Court to order:

17 A. That Defendants, their agents, servants, employees, representatives, successor and
18 assigns, and all persons, firms, corporations or other entities in active concert or participation with
19 any of said Defendants, be immediately and permanently enjoined from:

- 20 1) Directly or indirectly infringing Adobe's Intellectual Properties in any manner,
21 including generally, but not limited to, reproduction, manufacture, importation,
22 distribution, advertising, selling and/or offering for sale any merchandise which
23 infringes said Adobe's Intellectual Properties, and, specifically:
- 24 2) Reproducing, importing, manufacturing, distributing, advertising, selling and/or
25 offering for sale the Unauthorized Software Product or any other unauthorized products
26 which picture, reproduce, copy or use the likenesses of or bear a confusing and/or
27 substantial similarity to any of Adobe's Intellectual Properties;
- 28 3) Reproducing, importing, manufacturing, distributing, advertising, selling and/or
offering for sale in connection thereto any unauthorized promotional materials, labels,
packaging or containers which picture, reproduce, copy or use the likenesses of or bear
a confusing and/or substantial similarity to any of Adobe's Intellectual Properties;

- 4) Engaging in any conduct that tends falsely to represent that, or is likely to confuse, mislead or deceive purchasers, Defendants' customers and/or members of the public to believe the actions of Defendants, the products sold by Defendants, or Defendants themselves are connected with Adobe, are sponsored, approved or licensed by Adobe, or are in some way affiliated with Adobe;
- 5) Affixing, applying, annexing or using in connection with the importation, manufacture, distribution, advertising, sale and/or offer for sale or other use of any goods or services, a false description or representation, including words or other symbols, tending to falsely describe or represent such goods as being those of Adobe;
- 6) Otherwise competing unfairly with Adobe in any manner;
- 7) Destroying or otherwise disposing of
 - a. Merchandise falsely bearing Adobe's Intellectual Properties;
 - b. Any other products which picture, reproduce, copy or use the likenesses of or bear a substantial similarity to any of Adobe's Intellectual Properties;
 - c. Any labels, packages, wrappers, containers or any other unauthorized promotion or advertising material item which reproduces, copies, counterfeits, imitates or bears any of Adobe's Intellectual Properties;
 - d. Any molds, screens, patterns, plates, negatives or other elements used for making or manufacturing products bearing Adobe's Intellectual Properties;
 - e. Any sales and supply or customer journals, ledgers, invoices, purchase orders, inventory control documents, bank records, catalogs and all other business records, believed to concern the manufacture, purchase, advertising, sale or offering for sale of Unauthorized Software Product;

B. That Adobe and its designees are authorized to seize the following items which are in Defendants' possession, custody or control:

- 1) All Unauthorized Software Product;
- 2) Any other unauthorized product which reproduces, copies, counterfeits, imitates or bear any of the Adobe's Intellectual Properties, or any part thereof;
- 3) Any molds, screens, patterns, plates, negatives, machinery or equipment, specifically including computers, servers, optical disc burners and other hardware used for making

1 or manufacturing Unauthorized Software Product or unauthorized product which
2 reproduces, copies, counterfeits, imitates or bears any of the Adobe's Intellectual
3 Properties, or any part thereof.

4 C. That those Defendants infringing upon Adobe's Intellectual Properties be required
5 to pay actual damages increased to the maximum extent permitted by law and/or statutory damages
6 at Adobe's election;

7 D. That actual damages be trebled pursuant to 15 U.S.C. § 1117;

8 E. That Defendants account for and pay over to Adobe all damages sustained by Adobe
9 and profits realized by Defendants by reason of Defendants' unlawful acts herein alleged and that
10 those profits be increased as provided by law;

11 F. That Adobe recovers from Defendants its costs of this action and reasonable
12 attorneys' fees; and

13 G. That Adobe has all other and further relief as the Court may deem just and proper
14 under the circumstances.

15 Dated: May 7, 2008

J. Andrew Coombs, A Professional Corp.

16 By: 

J. Andrew Coombs
Annie S. Wang

17 Attorneys for Plaintiff Adobe Systems Incorporated
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff Adobe Systems Incorporated hereby demands a trial by jury of all issues so triable.

Dated: May 7, 2008

J. Andrew Coombs, A Professional Corp.

By: _____

J. Andrew Coombs

Annie S. Wang

Attorneys for Plaintiff Adobe Systems Incorporated

EXHIBIT A
Copyright Registrations

<u>Title of Work</u>	<u>Copyright Registration No.</u>
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
<u>Acrobat Capture 1.0.</u>	TX0004559023
Acrobat Capture 2.0.	TX0004509574
<u>Acrobat Capture 2.0.</u>	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
<u>Acrobat Catalog for Windows.</u>	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
<u>Acrobat Distiller 2.1 for Macintosh.</u>	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
<u>Acrobat Distiller 2.1 for Microsoft Windows.</u>	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
<u>Acrobat Distiller for Microsoft Windows.</u>	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
<u>Acrobat Exchange 2.0 for Macintosh.</u>	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
<u>Acrobat Exchange 2.1 for Macintosh.</u>	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
<u>Acrobat Exchange 2.1 for UNIX.</u>	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
<u>Acrobat Exchange and Acrobat Reader for Macintosh.</u>	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
<u>Acrobat Exchange and Acrobat Reader for Windows.</u>	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
<u>Acrobat Reader 2.0 for Windows.</u>	TX0003893506
Acrobat Reader 3.0.	TX0004509573
<u>Acrobat Reader 3.0.</u>	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
<u>Acrobat Search for Windows.</u>	TX0003978856
Acrobat.	TX0001644799
<u>Adobe Accelio Capture Advanced Client 4.0 for Windows.</u>	TX0005553357
<u>Adobe Accelio Integrate Suite 6.0 for Windows.</u>	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
<u>Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.</u>	TX0004583920
<u>Adobe Acrobat 4.0.</u>	TX0004961793
<u>Adobe Acrobat 5.0 for Macintosh.</u>	TX0005545266
<u>Adobe Acrobat 5.0 for Windows.</u>	TX0005545265
<u>Adobe Acrobat 5.0 Getting Started Guide.</u>	TX0005545267
<u>Adobe Acrobat 6.0 for Macintosh.</u>	TX0005748744
<u>Adobe Acrobat 6.0 for Windows.</u>	TX0005748745
<u>Adobe Acrobat 7.0 Standard for Macintosh.</u>	TX0006045087
<u>Adobe Acrobat 7.0 Standard for Windows.</u>	TX0006045086
<u>Adobe Acrobat 8 Professional for Macintosh.</u>	TX0006390830
<u>Adobe Acrobat 8 Professional for Windows.</u>	TX0006390827

1	<u>Adobe Acrobat 8 Standard for Macintosh.</u>	TX0006390829
2	<u>Adobe Acrobat 8 Standard for Windows.</u>	TX0006390828
3	<u>Adobe Acrobat Approval 5.0 for Macintosh.</u>	TX0005654837
4	<u>Adobe Acrobat Approval 5.0 for Macintosh.</u>	TX0005654837
5	<u>Adobe Acrobat Approval 5.0 for Windows.</u>	TX0005436556
6	<u>Adobe Acrobat Capture 3.0 source code.</u>	TX0005199559
7	<u>Adobe Acrobat Connect 1.0 for Macintosh.</u>	TX0006390834
8	<u>Adobe Acrobat Connect 1.0 for Windows.</u>	TX0006390835
9	<u>Adobe Acrobat Distiller Server 5.0.5.</u>	TX0005758527
10	<u>Adobe Acrobat Distiller Server 6.0 for UNIX.</u>	TX0005847807
11	<u>Adobe Acrobat Distiller Server 6.0 for Windows.</u>	TX0005847832
12	<u>Adobe Acrobat eBook Reader v. 2.0.</u>	TX0005335249
13	<u>Adobe Acrobat eBook Reader v. 2.0.</u>	TX0005335250
14	<u>Adobe Acrobat Elements 1.0 for Windows.</u>	TX0005611299
15	<u>Adobe Acrobat Elements 6.0 for Windows.</u>	TX0005780821
16	<u>Adobe Acrobat Elements Server 6.0 for Windows.</u>	TX0005848340
17	<u>Adobe Acrobat Fill in 4.0.</u>	TX0004241942
18	<u>Adobe Acrobat Inroduction 1.0.</u>	TX0005200942
19	<u>Adobe Acrobat Inroduction 1.0.</u>	TX0005200942
20	<u>Adobe Acrobat Messenger 1.0.</u>	TX0005241268
21	<u>Adobe Acrobat Reader 5.0 for Macintosh.</u>	TX0005412874
22	<u>Adobe Acrobat Reader 5.0 for Windows.</u>	TX0005412875
23	<u>Adobe Acrobat Reader 5.0.5 for AIX.</u>	TX0005605114
24	<u>Adobe Acrobat Reader 5.0.5 for HP-UX.</u>	TX0005605113
25	<u>Adobe Acrobat Reader 5.0.5 for Solaris.</u>	TX0005617024
26	<u>Adobe Acrobat Reader 5.05 for Linux.</u>	TX0005617021
27	<u>Adobe Acrobat Reader 5.1 for Macintosh.</u>	TX0005620676
28	<u>Adobe Acrobat Reader 5.1 for Windows.</u>	TX0005620677
	<u>Adobe Acrobat Reader for Palm OS 1.0 for Windows.</u>	TX0005422793
	<u>Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)</u>	TX0005617023
	<u>Adobe Acrobat Reader for Palm OS 2.0 (Windows)</u>	TX0005617022
	<u>Adobe Acrobat Reader for Palm OS Beta Windows.</u>	TX0005422794
	<u>Adobe Acrobat Reader for Pocket PC : Version 1.0.</u>	TX0005489269
	<u>Adobe ActiveShare 1.0.</u>	TX0005086423
	<u>Adobe ActiveShare 1.5 for Windows.</u>	TX0005267528
	<u>Adobe After Effects : 7.0 Professional for Windows.</u>	TX0006277334
	<u>Adobe After Effects : Version 5.0 for Macintosh.</u>	TX0005392887
	<u>Adobe After Effects : Version 5.0 for Windows.</u>	TX0005438054
	<u>Adobe After Effects : Version 5.5 for Macintosh.</u>	TX0005493399
	<u>Adobe After Effects : Version 5.5 for Windows.</u>	TX0005493400
	<u>Adobe After Effects : Version 6.0 for Macintosh.</u>	TX0005777908
	<u>Adobe After Effects : Version 6.0 for Windows.</u>	TX0005777907
	<u>Adobe After Effects 3.0 for Macintosh.</u>	TX0004643401
	<u>Adobe After Effects 4.0 for Macintosh and Windows.</u>	TX0005011464
	<u>Adobe After Effects 5.5 Plug-in Power Pack for Macintosh.</u>	TX0005546626
	<u>Adobe After Effects 5.5 Plug-in Power Pack for Windows.</u>	TX0005546627
	<u>Adobe After Effects 6.5 for Macintosh.</u>	TX0005934788
	<u>Adobe After Effects 7.0 Standard for Macintosh.</u>	TX0006277333
	<u>Adobe After Effects 7.0 Standard for Windows.</u>	TX0006277335

1	<u>Adobe After Effects CS3 Professional for Windows and Macintosh.</u>	TX0006457851
2	<u>Adobe After Effects Production Bundle : Version 5.5 for Macintosh.</u>	TX0005493398
3	<u>Adobe After Effects Production Bundle : Version 5.5 for Windows.</u>	TX0005493401
4	<u>Adobe After Effects Production Bundle 5.0 for Macintosh.</u>	TX0005392886
5	<u>Adobe After Effects Production Bundle 5.0 for Windows.</u>	TX0005392888
6	<u>Adobe After Effects Version 6.5 for Windows.</u>	TX0005934787
7	<u>Adobe AlterCast 1.5 for Solaris.</u>	TX0005520581
8	<u>Adobe AlterCast 1.5 for Windows.</u>	TX0005520583
9	<u>Adobe Atmosphere : Version 1.0 Public Beta.</u>	TX0005401513
10	<u>Adobe Atmosphere 1.0 for Windows.</u>	TX0005780857
11	<u>Adobe Atmosphere Player 1.0 for Windows.</u>	TX0005748760
12	<u>Adobe Audition 1.0 for Windows.</u>	TX0005777207
13	<u>Adobe Audition 1.5 for Windows.</u>	TX0005932189
14	<u>Adobe Audition 2.0 for Windows.</u>	TX0006277359
15	<u>Adobe Audition 3.0 for Windows.</u>	TX0006816095
16	<u>Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.</u>	TX0005936309
17	<u>Adobe Captivate 2 for Windows.</u>	TX0006390833
18	<u>Adobe Carlson Regular.</u>	TX0003374876
19	<u>Adobe Caslon Alternate Bold Italic : Version 001.000.</u>	TX0003501138
20	<u>Adobe Caslon Alternate Bold.</u>	TX0003501547
21	<u>Adobe Caslon Alternate Italic : Version 001.000.</u>	TX0003501139
22	<u>Adobe Creative Suite 2 Premium for Macintosh.</u>	TX0006131248
23	<u>Adobe Creative Suite 2 Premium for Windows.</u>	TX0006131245
24	<u>Adobe Creative Suite 2 Standard for Macintosh.</u>	TX0006131247
25	<u>Adobe Creative Suite 2 Standard for Windows.</u>	TX0006131246
26	<u>Adobe Creative Suite for Macintosh.</u>	TX0005844481
27	<u>Adobe Creative Suite for Windows.</u>	TX0005844480
28	<u>Adobe Dreamweaver CS3 Professional for Windows and Macintosh</u>	TX0006534561
	<u>Adobe Exchange 2.0 for Windows.</u>	TX0003961129
	<u>Adobe Extension Manager CS3 for Windows and Macintosh.</u>	TX0006531581
	<u>Adobe Fireworks CS3 for Windows and Macintosh.</u>	TX0006531654
	<u>Adobe Flash CS3 Professional for Windows and Macintosh.</u>	TX0006531604
	<u>Adobe Flash CS3 Professional for Windows and Macintosh.</u>	TX0006531604
	<u>Adobe Flash Media Encoder 1.0.</u>	TX0006526716
	<u>Adobe Flash Media Encoder 1.0.</u>	TX0006526716
	<u>Adobe Flash Player 9 for Linux.</u>	TX0006476523
	<u>Adobe Flash Player 9 for Linux.</u>	TX0006476523
	<u>Adobe Flash Player 9 for Solaris.</u>	TX0006457897
	<u>Adobe Illustrator : Version 5.0.1 (Mac).</u>	TX0003846115
	<u>Adobe Illustrator : Version 5.5 (Mac).</u>	TX0003846114
	<u>Adobe Illustrator : Version 6.0 Macintosh.</u>	TX0004240043
	<u>Adobe Illustrator 10 for Macintosh.</u>	TX0005446858
	<u>Adobe Illustrator 10 for Windows.</u>	TX0005446857
	<u>Adobe Illustrator 3.0.</u>	TX0003000202
	<u>Adobe Illustrator 8.0 for Macintosh and Windows.</u>	TX0004953097
	<u>Adobe Illustrator 9.0 for Macintosh and Windows.</u>	TX0005159819
	<u>Adobe Illustrator CS for Macintosh.</u>	TX0005780817
	<u>Adobe Illustrator CS for Windows.</u>	TX0005780806
	<u>Adobe Illustrator CS3 for Windows and Macintosh.</u>	TX0006531603

1	<u>Adobe Illustrator.</u>	TX0003380406
2	<u>Adobe PageMaker 6.0 for Macintosh, Power Macintosh.</u>	TX0004093314
3	<u>Adobe PageMaker 6.5 Macintosh.</u>	TX0004524555
4	<u>Adobe PageMaker 7.0 for Macintosh.</u>	TX0005409447
5	<u>Adobe PageMaker 7.0 for Windows.</u>	TX0005409446
6	<u>Adobe Pagemaker Plug-in Pack for Macintosh.</u>	TX0005847834
7	<u>Adobe Pagemaker Plug-in Pack for Windows.</u>	TX0005847833
8	<u>Adobe Photoshop : 5.5.</u>	TX0005213806
9	<u>Adobe Photoshop 6.0.</u>	TX0005196369
10	<u>Adobe Photoshop 7.0 for Macintosh.</u>	TX0005562147
11	<u>Adobe Photoshop 7.0 for Windows.</u>	TX0005562148
12	<u>Adobe Photoshop Album 2.0 for Windows.</u>	TX0005780785
13	<u>Adobe Photoshop CS for Macintosh.</u>	TX0005780846
14	<u>Adobe Photoshop CS for Windows.</u>	TX0005780847
15	<u>Adobe Photoshop CS2 for Macintosh.</u>	TX0006131272
16	<u>Adobe Photoshop CS2 Official JavaScript Reference</u>	TX0006273756
17	<u>Adobe Photoshop CS3 for Windows and Macintosh.</u>	TX0006528611
18	<u>Adobe Photoshop Elements : 4.0 for Macintosh.</u>	TX0006277687
19	<u>Adobe Photoshop Elements 1.0 for Macintosh and Windows.</u>	TX0005329106
20	<u>Adobe Photoshop Elements 2.0 for Macintosh.</u>	TX0005592639
21	<u>Adobe Photoshop Elements 2.0 for Windows.</u>	TX0005592638
22	<u>Adobe Photoshop Elements 4.0 for Windows.</u>	TX0006139024
23	<u>Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.</u>	TX0006526701
24	<u>Adobe Photoshop Macintosh.</u>	TX0003551958
25	<u>Adobe Photoshop Version 3.0 Mac.</u>	TX0003971820
26	<u>Adobe Photoshop Version 3.0 Windows.</u>	TX0003616850
27	<u>Adobe Photoshop Version 5.0 Macintosh and Windows.</u>	TX0004856009
28	<u>Adobe Photoshop Windows.</u>	TX0003596143
	<u>Adobe Photoshop.</u>	TX0004068613
	<u>Adobe Photoshop.</u>	TX0003120306
	<u>Adobe Photoshop.</u>	TX0002897138
	<u>Adobe Manager Deluxe 4.6 User Guide : Macintosh.</u>	TX0005176752
	<u>Adobe PhotoDeluxe, V1.0.</u>	TX0004809739
	<u>Adobe Photoshop : Version 4.0 : Macintosh and Windows.</u>	TX0004571653
	<u>Authorware 7.0</u>	TX0005800627
	<u>Contribute 4 (Mac)</u>	TX0006471404
	<u>Designer 6.0 (Win)</u>	TX0005932242
	<u>Encore DVD 2.0</u>	TX0006277348
	<u>Font Folio 9.0 (Mac)</u>	TX0005401449
	<u>Font Folio Open Type</u>	TX0005845931
	<u>Form Manager 6.0</u>	TX0006042527
	<u>Framemaker 7.0 (Mac)</u>	TX0005596921
	<u>Framemaker 7.0 (Win)</u>	TX0005596919
	<u>FreeHand MX (Mac)</u>	TX0005746988
	<u>GoLive CS2 (Mac)</u>	TX0006131268
	<u>GoLive CS2 (Win)</u>	TX0006131269
	<u>Illustrator CS2 (Mac)</u>	TX0006131282
	<u>Illustrator CS2 (Win)</u>	TX0006131283
	<u>InCopy CS (Mac)</u>	TX0005780859

1	InCopy CS (Win)	TX0005780858
2	InDesign CS2 (Mac)	TX0006139165
3	Macintosh Distiller.	TX0003893508
4	Macintosh PDF Writer.	TX0003893509
5	Macintosh Reader.	TX0003893511
6	Macromedia ColdFusion MX 7	TX0006201577
7	Macromedia Dreamweaver MX 2004	TX0005852659
8	Macromedia Fireworks MX 2004	TX0005839595
9	Macromedia Flash Lite 2.0	TX0006288632
10	Macromedia Flash Media Server 2	TX0006335779
11	Macromedia Flash MX 2004 Pro	TX0005852657
12	Macromedia RoboHelp HTML X5	TX0005944534
13	Macromedia RoboHelp X5	TX0005944535
14	Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
15	Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
16	PhotoDeluxe 2.0 (Mac)	TX0004771678
17	PhotoDeluxe 2.0 (Win)	TX0004617316
18	Photoshop CS2 (Win)	TX0006131279
19	Photoshop Elements 5.0	TX0006389641
20	Premiere 7.0	TX0005777909
21	Premiere Elements 3.0	TX0006389647
22	Premiere Pro 1.5	TX0005931988
23	Premiere Pro 2.0	TX0006275628
24	Production Studio 1.0	TX0006277349
25	Shockwave for Director 5.0.	TX0004700912
26	Windows PDF Writer.	TX0003893507

EXHIBIT B
Trademark Registrations

<u>Trademark Registration No.:</u>	<u>Title of Work:</u>	<u>Rights Owner:</u>
3029061	ADOBE	Adobe Systems Incorporated
2920764	PHOTOSHOP	Adobe Systems Incorporated
3111341	CREATIVE SUITE	Adobe Systems Incorporated
2993457	CO-AUTHOR	Adobe Systems Incorporated
3032288	A	Adobe Systems Incorporated
2983111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
3065143	ADOBE LIVECYCLE	Adobe Systems Incorporated
2725811	ADOBE STUDIO	Adobe Systems Incorporated
2725810	ADOBE STUDIO	Adobe Systems Incorporated
2722546	ADOBE STUDIO	Adobe Systems Incorporated
2557911	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
2076967	THE ADOBE GROUP	Adobe Systems Incorporated
2081343	A	Adobe Systems Incorporated
2817626	ROUNDTRIP HTML	Adobe Systems Incorporated
2060488	ILLUSTRATOR	Adobe Systems Incorporated
1988712	ADOBE	Adobe Systems Incorporated
1988711	A	Adobe Systems Incorporated
1988710	A	Adobe Systems Incorporated
1961762	AUTHORWARE	Adobe Systems Incorporated
1956216	ADOBE	Adobe Systems Incorporated
1901149	A ADOBE	Adobe Systems Incorporated
1850242	PHOTOSHOP	Adobe Systems Incorporated
1852943	A	Adobe Systems Incorporated
1651380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1475793	ADOBE	Adobe Systems Incorporated
1487549	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated
1482233	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated
1486895	ADOBE	Adobe Systems Incorporated
1479408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
1383131	POSTSCRIPT	Adobe Systems Incorporated

1	1463458	POSTSCRIPT	Adobe Systems Incorporated
2	2520435	MACROMEDIA FLASH	Adobe Systems Incorporated
3	2650911	MACROMEDIA FLASH	Adobe Systems Incorporated
4	2852245	FLASH	Adobe Systems Incorporated
5	2855434	FLASH	Adobe Systems Incorporated
6	2060488	ILLUSTRATOR	Adobe Systems Incorporated
7	2068523	ACROBAT	Adobe Systems Incorporated
8	1997398	ACROBAT CAPTURE	Adobe Systems Incorporated
9	1901566	SHOCKWAVE	Adobe Systems Incorporated
10	2294926	DREAMWEAVER	Adobe Systems Incorporated
11	2091087	PAGEMAKER	Adobe Systems Incorporated